

The Order of the Court is stated below:

Dated: May 06, 2026
11:22:55 AM

/s/ THOMAS LOW
District Court Judge



ANGELA H. ELMORE - USB #13693

ELMORE LAW

214 East 500 South Street

Salt Lake City, Utah 84111-3204

Telephone: (801) 328-9531

Fax: (801) 328-9533

angela@elmorelawoffice.com

Attorney for Petitioner

**IN THE FOURTH JUDICIAL DISTRICT COURT IN AND FOR
UTAH COUNTY STATE OF UTAH
PROVO DEPARTMENT**

In the Matter of the Marriage of:	DECREE OF DIVORCE
DESIRAE NOEL NICHOLAS, Petitioner,	
and,	
THOMAS ALAN NICHOLAS, Respondent.	Case Number 264401162 Judge Thomas Low Comm. Marla Snow

THE ABOVE CAPTIONED MATTER having come before the Court for hearing or consideration on the date set forth below, the undersigned, one of the Judges of the above entitled Court presiding, DESIRAE NOEL NICHOLAS, the petitioner being present in person or petitioner's presence being unnecessary in light of the affidavit filed herein in support of the Decree of Divorce, THOMAS ALAN NICHOLAS, the respondent not being represented by counsel, the respondent having signed and filed with the Court an Acceptance of Service, Appearance, and Stipulation or having been properly served and not having filed any responsive pleading and the time for such a responsive pleading having expired, based thereon upon the motion of the petitioner the default of the respondent was entered, or stipulation of the parties

accepted, more than thirty days have elapsed since the filing of this action, or the waiting having been previously waived, the parties having completed the mandatory educational courses for divorcing parents, or the requirements having been waived, the petitioner was sworn and testified or pursuant to Utah Code Ann. §81-4-406 (1953 as amended) and Rule 104, Utah Rules of Civil Procedure, the evidence necessary to establish jurisdiction and grounds for the divorce having been presented through the affidavit filed herein in support of the Decree of Divorce, the Court having reviewed the file and the pleadings therein, including the Child Support Worksheet using the current Legislative Child Support Guidelines, the Court having previously made and entered its Findings of Fact and Conclusions of Law, based thereon and for good cause appearing:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. MARRIAGE TERMINATED. The marriage of the parties is hereby terminated and the petitioner is granted a Decree of Divorce from the respondent, said decree to become final automatically upon the date of signing and entry by the Court pursuant to the provisions of Utah Code Ann. §81-4-406 (1953 as amended).

2. CUSTODY. The parties are awarded joint legal and joint physical custody of the three (3) minor children born or adopted of this marriage. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration the names and birth dates of the children have been submitted to the court on the NON-PUBLIC INFORMATION - MINORS form. The initials, birth month and birth year of each child are listed below:

A.R.N., born February 11, 2011;

T.A.N., born July 23, 2015; and

L.R.N., born October 11, 2017.

3. **PARENTING PLAN.** Pursuant to Utah Code Ann. §81-9-203., the following parenting plan shall be implemented by the parties.

- a. The parties shall comply with and be governed by the statutory guidelines of Utah Code Ann. §81-9-202.
- b. The parents will discuss with each other and mutually make the significant decisions regarding the children, including, but not limited to, the children's education, health care, and religious upbringing. Either parent may make emergency decisions regarding the health or safety of the children.
- c. Day to day decisions regarding the care, control and discipline of the parties' children will be made by the parent with whom the children are residing at the time.
- d. Any parental duties or rights not specifically addressed in this plan shall be discussed and mutually decided by both parents.
- e. Should the parties have a dispute regarding parenting of the minor children, neither parent will make the final decision.
- f. Should either parent feel that a decision made under this parenting plan is contrary to the best interests of the children, that parent may arrange for mediation of the matter through a mutually agreed upon mediator or mediation service. A written record shall be prepared of any agreement reached in mediation and a copy provided to each parent. The parents shall share the costs of mediation equally.

g. No dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through mediation, unless both parents agree in writing on a different method of dispute resolution, which may include counseling, arbitration, or court review. Should both parents agree in writing on either counseling or arbitration as a method of dispute resolution, no dispute may be presented to the court in this matter without a good faith attempt by both parents to resolve the issue through the mutually agreed on method of dispute resolution.

h. If the court finds that a parent has used or frustrated the dispute resolution process without good reason, the court may award attorney's fees and financial sanctions to the prevailing party. If a dispute is brought before the court and there is no finding of "use or frustration of the dispute resolution process without good reason," the court may order that costs be shared equally and that each parent pay his or her own attorney's fees, or in the court's discretion the court may award costs and attorney's fees to the prevailing parent. The court has the right of review from the mediation or counseling.

i. The children shall reside in Petitioner's home 183 overnights each year.

j. The children shall reside in Respondent's home 182 overnights each year.

k. Parent-time will be as the parties agree. In the event the parties do not agree, the parties will exercise a week-on/week-off schedule with the children with exchanges being at 5:00 p.m. on Sundays. The returning parent will be responsible for all travel for the exchange.

l. The children shall spend summer extended parent-time, holidays, birthdays of family members, vacations and other special occasions with the parties as per the parties' mutual agreement. If the parties are unable to agree to a schedule with regard to holidays and other special occasions, the parties shall follow the guidelines as per Utah Code Ann. §81-9-305, with Petitioner acting as the custodial parent and respondent acting as the non-custodial parent.

m. If a parent fails to comply with a provision of this parenting plan, the other parent's obligations under the parenting plan are not affected.

n. This parenting plan is filed by Petitioner in good faith and Petitioner believes the plan is in the best interest of the parties' children.

o. Petitioner understands that pursuant to Utah Code Ann. §81-9-205 and §35A-3-1 *et seq.* selecting a joint physical custody arrangement may result in denial of state cash assistance for petitioner and the parties' children through the TANF/FEP program.

4. RELOCATION. For purposes of this section, "relocation" means moving 150 miles or more from the residence of the other parent.

a. Pursuant to Utah Code Ann. §81-9-209, the relocating parent shall provide 60 days advance written notice of the intended relocation to the other parent. The written notice of relocation shall contain statements affirming the following:

i. the parent-time provisions in Subsection (9) or a schedule approved by both parties will be followed; and

ii. neither parent will interfere with the other's parental rights pursuant to court ordered parent-time arrangements, or the schedule approved by both parties.

b. The court shall, upon motion of any party or upon the court's own motion, schedule a hearing with notice to review the notice of relocation and parent-time schedule and make appropriate orders regarding the parent-time and costs for parent-time transportation.

c. In a hearing to review the notice of relocation, the court shall, in determining if the relocation of a custodial parent is in the best interest of the child, consider any other factors that the court considers relevant to the determination. If the court determines that relocation is not in the best interest of the child, and the custodial parent relocates, the court may order a change of custody.

d. If the court finds that the relocation is in the best interest of the child, the court shall determine the parent-time schedule and allocate the transportation costs that will be incurred for the child to visit the noncustodial parent. In making its determination, court shall consider:

- i. the reason for the parent's relocation;
- ii. the additional costs or difficulty to both parents in exercising parent-time;
- iii. the economic resources of both parents;
- iv. factors articulated in all of §81-9-209 of the Utah Code; and
- v. other factors the court considers necessary and relevant.

e. Unless otherwise ordered by the court, the relocating party shall be responsible for the child's travel expenses as follows:

i. All travel expenses relating to visitation pursuant to Utah Code Ann. §81-9-209 (6)(a) and (b) (holiday visitation).

ii. One-half (50/50) of the child's travel expenses relating to visitation pursuant to Utah Code Ann. §81-9-209 (9)(c) (summer extended visitation), provided the noncustodial parent is current on all support obligations.

iii. If the noncustodial parent has been found in contempt for not being current on all support obligations, the noncustodial parent shall be responsible for all of the child's travel expenses under Subsection (9), unless the court rules otherwise.

iv. The noncustodial parent will be responsible for all expenses relating to the optional one weekend per month visitation.

v. Reimbursement by either responsible party to the other for the child's travel expenses shall be made within 30 days of receipt of documents detailing those expenses.

f. Any action under this section may be set for an expedited hearing.

g. A parent who fails to comply with the notice of relocation in Utah Code Ann. §81-9-209 (2) may be found in contempt of the court's order.

5. **NON-DISPARAGEMENT.** Both of the parties shall be permanently enjoined from saying or doing anything in the presence of the minor children of the parties (or in such a manner that the children will become aware of the party's comments or actions) to convey any negative

information, beliefs, feelings, etc. regarding the other parent, or doing or saying anything that would in any way harm the relationship between the child and the other parent; both parents shall be ordered to encourage the creation and maintenance of a strong and healthy relationship between the other parent and the children.

6. PETITIONER'S INCOME. Pursuant to Utah Code Ann. §81-6-203, Petitioner's total countable gross income for child support purposes is approximately \$1,200.00, per month. The Petitioner receives the following gross monthly income from all sources:

- a. The Petitioner is employed and grosses \$1,200.00, per month working the equivalent of one full-time 40-hour a week job or less. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration, Petitioner's place of employment has been filed with the court on the NON-PUBLIC INFORMATION - PARENT IDENTIFICATION AND LOCATION form.

7. RESPONDENT'S INCOME. Pursuant to Utah Code Ann. §81-6-203, Respondent's total countable gross income for child support purposes is approximately \$8,000.00, per month. The Respondent receives the following gross monthly income from all sources:

- a. The Respondent is employed and grosses \$8,000.00, per month working the equivalent of one full-time 40-hour a week job or less. Pursuant to Rule 4-202.02 of the Utah Code of Judicial Administration, Respondent's place of employment has been filed with the court on the NON-PUBLIC INFORMATION - PARENT IDENTIFICATION AND LOCATION form.

8. CHILD SUPPORT. Pursuant to Utah Code Ann. §81-6-203 *et seq.* it is reasonable and proper that the Respondent be ordered to pay to the Petitioner as and for child support:

a. A sum of not less than \$1,700.00, per month as base support for the children of the parties. The Uniform Child Support Guidelines require a payment of not less than \$677.00, but the parties have agreed to deviate from the guidelines. This child support amount will remain the same and be owed to Petitioner until all children turn eighteen (18) or graduate high school, whichever occurs later.

b. Child support payments shall begin October 1, 2025. The monthly child support shall be paid one-half on or before the 15th day of each month, and the other half on or before the 30th day of each month (if on a holiday, the closest business day), unless the custodial parent uses the Office of Recovery Services to collect support. Child support due and not paid on or before the 15th day of the month is delinquent on the 16th day of the month. Child support due and not paid on or before the 30th day of the month is delinquent on the following day of the month.

c. The person entitled to receive child support shall be entitled to mandatory income withholding relief pursuant to Utah Code Ann. §26B-9 parts 4 and 5, and any Federal and State tax refunds or rebates due the non-custodial parent may be intercepted by the State of Utah and applied to existing child support arrearages. This income withholding procedure shall apply to existing and future payors. All withheld income shall be submitted to the Office of Recovery Services until such time as the non-custodial parent no longer owes child support to the person entitled to receive child support. All child support payments shall be made to the

Office of Recovery Services, P.O. Box 45011, Salt Lake City, Utah 84145, unless the Office of Recovery Services gives notice that payments shall be sent elsewhere. Should mandatory income withholding be implemented by the Office of Recovery Services, child support shall be due on the first day of each month and delinquent on the first day of the following month. All administrative fees and costs of income withholding assessed by the Office of Recovery Services shall be paid by the Respondent.

d. The issue of child support arrearages may be determined by further judicial or administrative process.

e. Each of the parties shall be ordered to notify the other within ten (10) days of any substantial change in monthly income.

f. Under Utah Code Ann. §81-6-212 (5), the parties have a right to adjust the child support order herein by motion after three (3) years from the date of its entry if (1) upon review there is a difference of 10% or more between the amount previously ordered and the new amount of child support under the Utah Child Support Guidelines, calculated using the applicable child support worksheet, (2) the difference is not of a temporary nature, and (3) the order adjusting the obligor's ordered support amount does not deviate from the child support guidelines. Under Utah Code Ann. §26B-9-111, if the children receive TANF funds at the time an adjustment is sought, the Office of Recovery Services shall review the order, and if appropriate, move the court to adjust the amount.

g. Under Utah Code Ann. §§ 81-6-212 (3) and (4), the parties have a right to modify this child support order at any time by petition if there has been a substantial change in circumstances because of: (i) material changes in custody; (ii) material changes in relative wealth or assets of the parties; (iii) material changes of 30% or more in the income of a parent; (iv) material changes in the employment potential and ability of a parent to earn; (v) material changes in the medical needs of the child; or (vi) material changes in the legal responsibilities of either parent for the support of others, and, the change in (i) through (vi) results in a 15% or more difference between the amount previously ordered and the new amount of child support, calculated using the appropriate child support worksheet, and the difference is not of a temporary nature. In a proceeding to modify an existing award, consideration of natural or adoptive children other than those in common to both parties may be applied to mitigate an increase in the child support award but may not be applied to justify a decrease in the award.

9. TAXES.

a. In odd years the Petitioner shall be entitled to claim L.R.N., born October 11, 2017, and A.R.N., born February 11, 2011, as dependents/exemptions for federal and state income tax purposes and shall receive any tax credits which may be claimed for the children, unless otherwise agreed in writing by the parties.

b. In odd years the Respondent shall be entitled to claim T.A.N., born July 23, 2015 as dependent/exemption for federal and state income tax purposes and

shall receive any tax credits which may be claimed for the child, unless otherwise agreed in writing by the parties.

c. In even years the Petitioner shall be entitled to claim T.A.N., born July 23, 2015 as dependent/exemption for federal and state income tax purposes and shall receive any tax credits which may be claimed for the child, unless otherwise agreed in writing by the parties.

d. In even years the Respondent shall be entitled to claim L.R.N., born October 11, 2017, and A.R.N., born February 11, 2011, as dependents/exemptions for federal and state income tax purposes and shall receive any tax credits which may be claimed for the children, unless otherwise agreed in writing by the parties.

e. The obligated party for child support shall be current on child support as of December 31st of the tax at issue in order to claim the minor child(ren). If they are not current, the other parent shall be allowed to claim the child(ren).

f. Both parties will cooperate in preparing and signing any necessary documents to comply with the aforementioned tax provisions.

10. MEDICAL / DENTAL INSURANCE. Pursuant to Utah Code Ann. §81-6-208, it is reasonable and proper that:

a. Both parties shall be ordered to maintain medical, dental, optical, hospital and accident insurance coverage for the dependent children where available at reasonable cost and the insurance coverage is accessible to the children. The parties may agree in writing that only one of the parties need maintain such

insurance. At this time, the parties are in agreement that the Respondent will maintain said insurances.

- b. Both parties shall pay one-half (1/2) of the out-of-pocket costs of the premium actually paid by a parent for the children's portion of the health, etc. insurance. The premium amount for the children shall be calculated by dividing the premium amount by the number of persons covered under the policy and multiplying the result by the number of the parties' children covered.
- c. Both parties shall pay one-half (1/2) of all reasonable and necessary uninsured and unreimbursed medical, dental, etc. expenses, including deductibles, co-payments, etc. incurred for the dependent children and actually paid by a party.
- d. The parent who incurs medical etc. expenses shall provide written verification of the cost and payment of medical expenses, etc. to the other parent within thirty (30) days of payment.
- e. A parent incurring medical etc. expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if that parent fails to comply with the Subparagraph above.
- f. Pursuant to Utah Code Ann. §81-6-208 (10), a parent ordered to maintain insurance shall provide verification of coverage to the other parent, or the Office of Recovery Services under Title IV of the Social Security Act, 42 U.S.C. §§ 601 *et seq.*, upon the initial enrollment of the dependent children, and annually thereafter on or before January 2nd of each calendar year. The parent shall notify the other parent, or the Office of Recovery Services under Title IV of the Social

Security Act, 42 U.S.C. §§ 601 *et seq.*, of any change of insurance carrier, premium, or benefits within thirty (30) calendar days of the date he/she first knew or shall have known of the change.

g. The amount to be paid on premiums for such coverage may be included as an off-set or as an additional charge in the calculations of base child support due and shall be subject to payment through Universal Withholding.

11. CHILD CARE COSTS. Pursuant to Utah Code Ann. §81-6-209, both parties shall pay one-half (1/2) of all reasonable work, career, or occupational training-related child care expenses necessary so that the parties can work full-time, up to forty (40) hours per week.

a. The parent who incurs child care expenses shall provide written verification of the cost and identity of a child care provider to the other parent upon initial engagement of a provider and thereafter on the reasonable request of the other parent. The parent shall notify the other parent of any change of a child care provider or the monthly expense of child care within thirty (30) calendar days of the date of the change.

b. The parent not directly paying for child care shall begin paying his or her share of child care expenses on a monthly basis immediately upon presentation of proof of the child care expense.

c. A parent incurring child care expenses may be denied the right to receive credit for the expenses or to recover the other parent's share of the expenses if the parent incurring the expenses fails to comply with the foregoing provisions.

- d. Each party shall be ordered to timely pay their portion of the monthly child care expenses for that month on or before the last day of each month.

12. NO PUBLIC ASSISTANCE. Neither the Petitioner nor the Respondent has received or is receiving public assistance from the State of Utah.

13. PERSONAL / MARITAL PROPERTY. The parties shall be awarded the following property, free and clear from any claim by the other party, subject to the indebtedness thereon (unless otherwise specific herein), holding the other party harmless therefrom, and the division shall be considered a fair and equitable division of their personal and marital property, belongings and effect and said division shall be confirmed by the Court:

- a. The Petitioner shall be awarded the following property:
 - i. 2011 Acura MDX;
 - ii. Black Stone.
- b. The Respondent shall be awarded the following property:
 - i. 2018 Ford F160.
- c. Other than the above property, each party shall be awarded those items of personal property, including but not limited to motor vehicles, currently in their respective possessions free and clear of any claim by the other party.

14. PERSONAL / MARITAL DEBTS. The parties shall be ordered to assume and pay the following debt, holding the other party harmless therefrom, and said division shall be considered a fair and equitable division of their marital and personal debts and obligations, the parties are satisfied with the division and said division shall be confirmed by the Court:

- a. The Petitioner shall be assigned the following debt:

- i. Capital One, for credit card debt in their own name;
 - ii. Chase Bank, for credit card debt in their own name.
- b. The Respondent shall be assigned the following debt:
 - i. Capital One, for credit card debt, in the amount of approximately \$3,000.00;
 - ii. America First, for a loan on the 2018 Ford F150, in the amount of approximately \$35,734.94;
 - iii. Chase, for credit card debt, in the amount of approximately \$2,400.00;
 - iv. Roundpoint, for the home mortgage, in the amount of \$314,780.76;
 - v. American Express, for a personal loan, in the amount of approximately \$13,541.66;
 - vi. American Express, for credit card debt, in the amount of approximately \$4,569.45;
 - vii. Citibank, for credit card debt, in the amount of approximately \$1,900.59;
 - viii. Valon Mortgage, for a home loan, in the amount of approximately \$237,365.00.
- c. If any debts assigned are held in the name of both parties, until paid off or refinanced, consistent with other provisions herein, that party must maintain the timely payment of the debt and must not incur any additional debt on the financial obligations (example: credit card).

- i. If there is a late payment, the other party may make the payment to avoid negative credit reporting. The paying party may seek reimbursement by the Court and shall be awarded attorney fees associated with the motion
- d. If either party is ordered to refinance a debt into their own name, both parties shall cooperate in executing any and all documents necessary to complete the refinance. If a party is ordered to maintain a debt until paid in full, both parties shall be ordered to execute any and all documents necessary to close the account upon final payment.
- e. Other than the above debts, each party shall be ordered to pay the debts they have incurred in their own name and/or for their own benefit during the marriage and since the date of the parties' separation, since May 31, 2025, holding the other party harmless therefrom.

15. NOTICE TO CREDITORS. The parties shall notify their creditors in writing as to which party shall be responsible for payment of each of the various debts of the parties pursuant to the decree herein; they may do so by providing a copy of the decree to the creditor. The parties shall notify each creditor of both parties' current separate addresses. Said creditors shall, after such notice, provide both parties individually notices, statements, etc. regarding the debt as required by Utah Code Ann. §15-4-6.5 (that statute also imposes some restrictions on a creditor's ability to make negative credit reports with respect to a debtor not ordered to pay a joint obligation).

16. MARITAL HOME. The Respondent shall be awarded the sole use and possession of the marital home located at 3829 Rose Hearty Lane, Eagle Mountain, UT 84005, free and clear

from any claim by the Petitioner, subject to any indebtedness thereon, and holding the Petitioner harmless therefrom, until the home is sold. The home shall be listed for sale immediately and shall be listed for fair market value to ensure that there are sufficient funds for Respondent to receive her equity. From the proceeds of the sale of the home, each party shall be awarded half of the equity, except that Petitioner shall pay from her equity to Respondent \$7,000.00 towards the parties' mutual debt that Respondent is obligated to pay herein (Example: Home is sold for \$400,000 = \$200,000 per party of equity. $200,000 - 7,000 = 193,000$ equity for P and $207,000$ equity to R). Both parties shall be paid their half of the equity directly from the escrow account after all fees, costs and debts attached to the home are paid.

17. RETIREMENT. The parties do not have any investment accounts to divide.

18. ALIMONY. Respondent shall be ordered to pay alimony to the petitioner in the amount of \$800.00 per month beginning October 1, 2025 and continuing thereafter for a period of twelve (12) years. Alimony shall terminate earlier if petitioner remarries, cohabits or dies. Respondent shall make said payments to the petitioner one half (1/2) on the 15th and one-half (1/2) on the 30th day of each month (if on a holiday, the closest business day), unless the custodial parent uses the Office of Recovery Services to collect support.

19. ATTORNEY FEES / COSTS. Each party shall be responsible for and pay their own attorney's fees and costs incurred in this action.

20. RULE 70. Both parties shall be ordered to sign and fully execute whatever documents are necessary for the implementation of the provisions of the divorce decree to be entered herein. Should a party fail to execute a necessary document within sixty (60) days of the entry of the divorce decree, the other party may bring an Order to Show Cause and request that the Court

appoint the Clerk of this Court to execute the document pursuant to Rule 70 of the Utah Rules of Civil Procedure. Any document executed pursuant to Rule 70 has the same effect as if executed by the disobedient party. Attorney fees and court costs may be awarded against the non-compliant party.

*** * * * * END OF ORDER * * * * ***

*** * * * * SIGNATURE OF JUDGE LOCATED ON TOP OF FIRST PAGE * * * * ***

Approved as to form and content:

/s/ by Angela H. Elmore with permission of Thomas Alan Nicholas
THOMAS ALAN NICHOLAS
Respondent

3/25/2026
DATE

Original signature on file at Petitioner's counsel's office and available upon request.

FINAL PAGE.
DECREE OF DIVORCE.
DESIRAE NOEL NICHOLAS and THOMAS ALAN NICHOLAS.

CERTIFICATE OF MAILING

I hereby certify that I caused to be delivered a true and correct copy of the foregoing
DECREE OF DIVORCE to:

THOMAS ALAN NICHOLAS
Tnicholas05@yahoo.com

DATED this 24th day of MARCH, 2026.

/s/ by Angela H. Elmore
ANGELA H. ELMORE
Elmore Law